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NONDISCLOSURE AGREEMENT

This Agreement is made as of the 16th day of March, 1995, between Pro-Neuron, Inc., a California corporation having a principal place of business at 1530 East Jefferson Street, Rockville, Maryland 20852 (hereinafter "PRO-NEURON") and the University of California San Diego (UCSD), 9500 Gilman Drive, La Jolla, CA 92093 (hereinafter "UCSD").

WHEREAS, PRO-NEURON has developed confidential and proprietary information relating to certain pharmaceutical compositions and their use, such proprietary information being hereinafter referred to as the "CONFIDENTIAL INFORMATION"; and

WHEREAS, PRO-NEURON and UCSD wish to conduct preliminary discussions which may lead to UCSD and PRO-NEURON establishing a business relationship;

NOW, THEREFORE, PRO-NEURON and UCSD agree as follows:

1. It is agreed that the parties will conduct initial discussions and that in such discussions:

(a) PRO-NEURON may disclose CONFIDENTIAL INFORMATION to UCSD, but that

(b) UCSD will not disclose confidential information to PRO-NEURON.

If upon receiving CONFIDENTIAL INFORMATION, UCSD shall become aware that they have a client or obligation which is an impediment to further discussion, then they shall immediately advise PRO-NEURON and return all CONFIDENTIAL INFORMATION theretofore provided by PRO-NEURON pursuant to Paragraph 4.

2. UCSD agrees to hold in confidence all CONFIDENTIAL INFORMATION received by them from PRO-NEURON hereunder and shall not (i) disclose said CONFIDENTIAL INFORMATION to any person, or (ii) use said CONFIDENTIAL INFORMATION for any purpose other than for the purposes of this Agreement. The obligations of confidentiality and non-use assumed herein shall not apply to:

(a) information which at the time of disclosure is in the public domain; or

(b) information which, after disclosure, becomes part of the public domain by publication or otherwise through no act or omission of UCSD; or

(c) information which UCSD can establish by written records was in their possession at the time of disclosure; or

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(d) information received from a third party who is not under an obligation of confidentiality to PRO-NEURON; or

(e) information which is required by law to be disclosed.

All obligations of confidentiality and non-use under this Agreement shall expire on the fifth anniversary of the date of execution of this Agreement.

3. CONFIDENTIAL INFORMATION as used above, shall include all proprietary information and confidential information of PRO-NEURON which is owned, licensed to, or controlled by PRO-NEURON, and which may include, but is not limited to, methods, assays, data, processes, chemical formulas, instrumentation, manufacturing techniques, sales and marketing information, technical information, and know-how. The CONFIDENTIAL INFORMATION to be treated as confidential pursuant to this Agreement, shall be disclosed in writing and marked "Confidential". Any CONFIDENTIAL INFORMATION orally disclosed pursuant to this Agreement shall be designated "Confidential" at the time it is communicated and then confirmed in writing, marked "Confidential" within thirty (30) days following disclosure.
4. UCSD shall return to PRO-NEURON upon request all written material and copies thereof containing CONFIDENTIAL INFORMATION received from PRO-NEURON.
5. Nothing contained in this Agreement shall be construed, by implication or otherwise, as an obligation to enter into any further agreement concerning the CONFIDENTIAL INFORMATION, or as a grant of a license by PRO-NEURON to UCSD to use the CONFIDENTIAL INFORMATION other than for the purposes of this Agreement.
6. This Agreement shall be governed by the laws of the State of ~~Maryland~~ California, and the parties hereby submit to the jurisdiction of the ~~Maryland~~ California courts, both state and federal.
7. No modification of this Agreement shall be effective unless made in writing and signed by a duly authorized representative of each party.
8. UCSD represents that its execution of this Agreement shall be deemed binding on UCSD and all its affiliates. It is understood that disclosure pursuant to this Agreement may be made to representatives of UCSD affiliates and that said affiliates shall be bound by the terms hereof.


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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers or representatives on the respective dates indicated below.

PRO-NEURON, INC.

BY: 
Mark Zimmer
Vice President

DATE: March 30, 1995

UNIVERSITY OF CALIFORNIA
SAN DIEGO

BY: 
Name Roger D. Meyer
Title Associate Dean for Admin.
School of Medicine

DATE: 3/24/95

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